

# **Affidavit: Novation, Orders, Clarification and Statement of Value and Consideration**

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March 10th, 2025

From:

Brandon C. Helman, attorney-in-fact  
On behalf of BRANDON C HELMAN  
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To:

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P.O. Box 15135  
Wilmington, DE 19850-5135  
Certified Mail # 7022 3330 0000 6521 4640

**Regarding account # [REDACTED] 5397, and any attached or  
connected accounts, applications, reorganization agreements,  
negotiable instruments, etc.**

# Section 1: Definitions

## **Payment:**

The fulfillment of a promise, or the performance of an agreement. -Black's Law 4th Edition

## **Tender:**

1. The offer of performance, not performance itself, and, when unjustifiably refused, places other party in default and permits party making tender to exercise remedies for breach of contract. - Black's Law 4th Edition

2. An offer of money; the act by which one produces and offers to a person holding a claim or demand against him the amount of money which he considers and admits to be due, in satisfaction of such claim or demand, without any stipulation or condition. -Black's Law 4th Edition

## **Check:**

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to a certain person therein named or to him or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of." - Black's Law 5th Edition

## **US dollars:**

United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts. - 31 USC 5103

## **Novation:**

The substitution of a new debt or obligation for an existing one. -Black's Law 4th Edition

## **Consideration:**

1. Consideration is not to be confounded with motive. Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant. -Black's Law 4th Edition

2. Nothing is consideration that is not regarded as such by both parties. *Schlecht v. Schlecht*, 168 Minn. 168, 209 N.W. 883, 887

## **Nation:**

"An Independent body politic; a society of men united together for the purpose of promoting their mutual safety and advantage by the joint efforts of their combined strength. But every combination of men who govern themselves independently of all others will not be considered a nation. A body of pirates, for example, who govern themselves, are not a nation. To constitute a nation, another ingredient is required. The body thus formed must respect other nations in general, and each of their members in particular. Such a society has her affairs and her interests; she deliberates and takes resolutions in common, thus becoming a moral person, who possesses an understanding and will peculiar to herself, and is susceptible of obligations and rights." - Vattel, Prelim. Ill, 2; 5 Pet. (U. S.) 52. See 1 Idaho (N. S.) 612.

**UCC 3-103 definitions of “order” and “promise” (a “bill of exchange” is an unconditional order to pay and a “promissory note” is an unconditional promise to pay):**

(8) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay.

(12) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.

**Ens legis:**

A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. -Black's Law 4th Edition

## **Section 2: Introduction**

Thank you very much for reading this and forwarding it to the proper person to handle it. Notice to agent is notice to principal.

I'm available via multiple forms of contact if any clarification of this document is needed prior to responding in affidavit form.

## **Section 3: Novation Points**

### **A. Parties**

#### **1. Definitions and Background**

The definition of Person, from 26 USC 7701(a)(1) is: "The term 'person' shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation."

The definition of "certificate" is: "statement of some fact in a writing signed by the party certifying." -Nowell v. Mayor and Council of Monroe, 177 Ga. 648, 171 S.E. 136, 141

The definition of "live birth" is: "'Live birth' means the complete expulsion or extraction from its mother of a product of conception (irrespective of the duration of pregnancy) which, after such separation, breathes or shows any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached."

A "Certificate of Live Birth" is a statement of fact that a live birth occurred.

Typically, there are aspects of the live birth, such as the placenta, which is "abandoned" (left for disposal) by the mother. This could also be other parts of the birth such as the umbilical cord.

"STATE OF OHIO" is listed as a business on Dun and Bradstreet and is located in the District of Columbia. The evidence behind this is that the United States is located in the District of Columbia as per UCC 9-307(h). "STATE OF OHIO" is a sub-corporation of "United States." 4 USC 72 also covers this idea as well: "All offices attached to the seat of government shall be exercised in the District of Columbia, and not elsewhere, except as otherwise expressly provided by law."

"Naturalization," as per 8 USC 1101(a)(23) is defined as: "The term 'naturalization' means the conferring of nationality of a state upon a person after birth, by any means whatsoever."

The word "state" from naturalization is synonymous with the word "nation," which is defined in the definitions section in Section 1 of this novation.

The definition of the word "person" from Title 8 is defined as "an individual or organization." The definition of the word "organization" from above comes from 8 USC 1101(a)(28) and is: "The term 'organization' means, but is not limited to, an organization, corporation, company, partnership, association, trust, foundation or fund; and includes a group of persons, whether or not incorporated, permanently or temporarily associated together with joint action on any subject or subjects."

The definition of "public corporation" is: "A public corporation is one created by the state for political purposes and to act as an agency in the administration of civil government." -Black's Law 4th edition

## **2. Clarification and Novation of Parties**

When born, my mother "abandoned" the various "products of conception." These products were part of the live birth and the Certificate of Live Birth involves only those abandoned products, not the male body of which I possessed and inhabit to this day.

The "Certificate of Live Birth" is a document that is an abandonment and naturalization document. It is a document that shows that products of the Live Birth were abandoned and it also is my mother conferring the nationality of the State (incorporated business) called "STATE OF OHIO" upon the abandoned products of conception, after birth, by any means whatsoever (naturalization). This effectively naturalized, what was assumed to be me, falsely, into the District of Columbia.

There is a specific line on my Certificate of Live Birth entitled "Date received by local Health Officer." This date is the date that a public corporation/trust/estate was opened as a legal fiction which represents the abandoned products of conception.

This public corporation/trust/estate is represented by my name, converted into a trade name or "doing business as" name of my name in all capital letters: BRANDON CHARLES HELMAN.

This corporation/trust/estate is a person, as per most definitions found of the word.

The birthday of the person, BRANDON CHARLES HELMAN, is the date that the Certificate of Live Birth was received by the local Health Officer, which would be September 20<sup>th</sup>, 1993.

**THE SOCIAL SECURITY NUMBER IS AN EMPLOYER IDENTIFICATION NUMBER (EIN/TIN) FOR THE ENS LEGIS AND IS NOT ATTACHED TO THE NATURAL PERSON. EIN NUMBERS ARE ASSIGNED TO BUSINESSES, NOT MEN AND WOMEN.**

Myself, not involving any of the above aspects, am a “natural person” or “individual.” But those terms are quite confusing and even have some definitions that infer that the terms could include artificial fictions such as corporations, trusts, estates, etc.

A good example of the above confusion can be found in this definition of the word “individual”:

“As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons.” -State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

For clarity of all of our contracts, the term “natural person” and ALSO the term “individual,” in all aspects of our contracting, will be defined as the following:

**“the living man or woman. This man or woman operates and speaks on behalf of the public corporation/trust/estate in the fictional world, but is entirely a different person. This “individual” or “natural person” does not fit the definitions in the normal legal world and this definition specifically and entirely eliminates all assumptions of jurisdiction, citizenship, nationality, etc. All of that information is definable only and exclusively by the individual man or woman and is NOT subject to absolutely any involuntary servitude, forced contractual obligation, etc.”**

My birthday, as a natural person, is September 14<sup>th</sup>, 1993.

I operate as the attorney-in-fact over the person named BRANDON CHARLES HELMAN/BRANDON C HELMAN and all contact will be made through BRANDON CHARLES HELMAN/BRANDON C HELMAN (including any litigation).

## **Conclusion:**

There are two persons at play here. One is a “natural person” and the other is a public corporation. The public corporation is used as a buffer or flow-through for all commercial transactions and it is agreed through this novation that the trade names, BRANDON CHARLES HELMAN/BRANDON C HELMAN, will be the primary person mentioned on all documents and litigation and then the natural person, Brandon C. Helman, speaks on behalf of the public corporation because the public corporation cannot speak or write.

Brandon C. Helman will not be the one entering jurisdiction into any court and he will be using naturalization in order to move BRANDON CHARLES HELMAN/BRANDON C HELMAN into the court but it is agreed by all parties that he is still operating pro se in the courts as he is still presenting “in his own name.” The agreement is that BRANDON C HELMAN is a commercial trade name that Brandon C. Helman is authorized to use in commerce. Brandon C.

Helman is a foreign national of the Nation of the Amnesty Coalition, which can be viewed at [www.theamnestycoalition.org](http://www.theamnestycoalition.org).

BRANDON CHARLES HELMAN is movable via naturalization as per 8 USC 1101(a)(23) and will be moved around, at will, by Brandon C. Helman. Brandon C. Helman is not a "resident" or "citizen" of absolutely any corporate, incorporated or business entity. The plural version of men or women is "people," whereas the plural of legal fictions is "persons."

## B. All Other Points of Novation

1. All previous assumed or expressed arbitration agreements are hereby void due to fraud and lack of consideration. No parties are any longer eligible for ANY arbitration activities and discovery, right to a jury trial and ALL other rights of due process are hereby retained explicitly by all parties
2. The Power of Attorney sent to CHASE CARD SERVICES on 01/29/2025, Certified Mail number: 7022 3330 0000 6521 3919 is current and valid. A new limited Power of Attorney can be written up based on the aspects of this novation, if desired.
3. Without prejudice and the reserving of all rights is hereby activated for both BRANDON CHARLES HELMAN/BRANDON C HELMAN and Brandon C. Helman. All rights are reserved at all times.
4. All negotiable instruments (promissory notes and bills of exchange) involving all transactions on all accounts past, present and future, are hereby novated under fraud (lack of clear conditions/terms, fraud, unjust enrichment, etc). All past, present and future blank indorsements are hereby canceled. ALL BLANK INDORSEMENTS, FROM THIS POINT FORWARD, NEED TO BE EXPLICITLY INDORSED "Pay to the order of: bearer" OTHERWISE THEY CANNOT BE ASSUMED TO BE BLANK. The new qualified/special indorsement for all past, present and future securities is now the following (consideration to all currency exchanges will be paid once performance of Federal Reserve Discount Window services have been completed and Federal Reserve Notes are returned to the payee):

WITHOUT RECOURSE  
Pay to the order of:  
BRANDON C HELMAN  
By: /s/ Brandon C. Helman, agent

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Brandon C. Helman, attorney-in-fact

<b>WITHOUT RECOURSE</b> <b>Pay to the order of:</b> <b>BRANDON C HELMAN</b> By: <u>Helman, Brandon C.</u> , agent ----- <b>Brandon C. Helman, attorney-in-fact</b>
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5. All Title 18 (USC) crimes, and also all State penal and criminal claims, which normally do not have a "private right of action" in litigation, are hereby entered into this novation as a CONTRACTUAL aspect of our private agreements. Meaning that all of these Codes are now enforceable in a civil court as a private part of our contractual obligations and THESE CODES ARE NOW ACTIVE TO BEING CAUSES OF ACTION IN CIVIL COURT.

6. Anything that was previously pledged as collateral on any accounts or loans, above and beyond the original promissory note that now has a qualified/special indorsement, is hereby released and is no longer attached as collateral on any accounts.
7. All interest payable on all notes or bills are now claimed by BRANDON C HELMAN and Brandon C. Helman and that controversy needs to be sorted out right away so we can determine what service fee that any banking/financial organization will be getting for the service of currency exchange at the Federal Reserve Discount Window.
8. If you are a bank, credit union, or any other financial organization, you are hereby now the fiduciary for BRANDON C HELMAN and Brandon C. Helman. Your fiduciary duty is to ensure the clean, direct and honest negotiation of all negotiable instruments and to properly help us do a currency exchange of the original collateral securities for Federal Reserve Notes at the Federal Reserve Discount Window. Absolutely anything that would not effectively and rapidly assist in that is now officially a breach of fiduciary duties. Any usage of the term “lender” or “borrower” when attempting to say that you “lended” either of us anything will be a charge of breach of fiduciary duties. The ONLY thing that is considered consideration in this contract is now the helpful actions that assist us in security swaps at the Federal Reserve Discount Window - NOTHING ELSE IS CONSIDERATION.
9. Notarization is not naturalization and just because a document was notarized in a location does not mean that is naturalization of any individual or organization. Naturalization is only legally binding if it is a clear and specific conferring of a state/State/nation upon an individual or organization, after birth, by any means whatsoever. As of the writing of this novation, the incorporated nation of STATE OF OHIO is hereby conferred upon BRANDON CHARLES HELMAN, while Brandon C. Helman confers the state called the Nation of the Amnesty Coalition (unincorporated) upon himself, after birth, by any means whatsoever.
10. Throughout this affidavit you will see many instances of the name “BRANDON CHARLES HELMAN/BRANDON C HELMAN” this is a variation for the same entity that is associated with the Social Security Account number [REDACTED]-5144 which is the PRINCIPAL. For clarity, I, Brandon C. Helman, am the Agent and “man” representing the PRINCIPAL.

## **Section 3: Value and Consideration Clarification**

To be clear, all “lending” never occurred so is not considered consideration (because there is no lending going on).

But facilitating Federal Reserve services at the Discount Window via an OC-10 agreement is considered consideration.

It is valuable consideration that my currency (original note) is being swapped at the Window for another type of currency (Federal Reserve Notes) and returned to me.



This activity is not “lending” but is a simple “currency exchange.” This is what it will be called in all aspects of our contract or any necessary litigation.

Any usage of the word “lending” or any indication of me being “loaned” anything will be met with fraud charges.

## Section 4: Orders

Please discharge/set-off all imbalanced accounts and immediately refund all overperformance on this account since the account's inception. Please send me a verified affidavit of this being completed (by an individual). Please include their phone number and email on the affidavit as well in case I need to contact them.

Please immediately remove any bad reports that may have been made on the credit score of the trade name BRANDON CHARLES HELMAN/BRANDON C HELMAN.

Please remove any accounts from any “collections.”

Please also release all liens or any other security interest that has been filed in any way for any asset and please destroy any Certificates of Title or any other securities showing a “security interest” for anything associated with our contracts.

All assets will now be held in full dominion in private trusts that are located in the Nation of The Amnesty Coalition. Do not list the public corporation as a “registered owner” or release any documentation showing a security interest. Anything issued of this type will be securities fraud and will be handled with litigation (civil and criminal).

This includes any interest available from the swapping of any collateral securities at the Federal Reserve Discount Window, any extraneous and irrelevant Federal Reserve Notes that were tendered onto this account, and any additional securitization or activities that took place with any original collateral securities.

Brandon C. Helman received a letter dated February 26<sup>th</sup>, 2025 asking about application of payment. You will find a copy attached in this mailing of the performance sent. A letter dated February 28<sup>th</sup>, 2025 has also been received warning of account closure by March 18<sup>th</sup>, 2025 due to lack of payment. This is not adequate consideration and is not the appropriate action in response to the completion of the obligations clarified in this affidavit. Apply the payment as instructed.

You have a total of 30 days to complete these orders from the time this affidavit is signed for (there will be a series of other mailings sent to you during this time to ensure proper notice of novation).

This document is an unconditional order to perform.



# Section 5: Closing Statements

This affidavit is being sent to you in good faith.

UCC 1-201 defines “good faith” as: “honesty in fact and the observance of reasonable commercial standards of fair dealing.”

I would like to be clear that I am absolutely and entirely available for in-person communication, email, phone calls, texts, faxes or hard mail through the USPS. I am not a combatant and simply wish to establish a more equitable agreement between us both where we can both win and succeed.

This is an affidavit that is being issued to you. This affidavit must be rebutted by an affidavit specifically clarifying and rebutting each and every INDIVIDUAL aspect of which you are not in agreement with or would like to change and exact and specific reasoning and supporting laws/statutes must be written in the affidavit in order for there to be a justiciable controversy on that particular aspect.

The total time that you are being given to perform on these orders is 30 days from the receipt of this affidavit.

If there is a denial of the orders in Section 4 or if these affidavits are ignored, litigation will be filed and served immediately after the denial or immediately after the 30 day period elapses.

You can call me, email me, send mail to me, or any other reasonable attempt to contact me and I'll be more than happy to speak to you. I am more than willing to work with you and this section is here just to be clear that intimidation, slander, libel, lies and bluffs will be AGGRESSIVELY handled to the absolute fullest extent of the law.

Honest attempts to solve the difficulties and controversies that we find ourselves in will be met with sincerity and appreciation.

## **Signature Section (pursuant to 28 USC 1746, “If executed without the United States”):**

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 10<sup>th</sup>, 2025:

Helman, Brandon-C.

Without prejudice

By: Brandon C. Helman, agent

For: BRANDON CHARLES HELMAN/BRANDON C HELMAN, principal

**CERTIFICATE OF SERVICE**

I hereby certify that on June 24<sup>th</sup>, 2025, a copy of the foregoing was filed with the Clerk of this Court by way of regular U.S. mail. Further, all counsel of record were served with the same via regular U.S. mail and regular e-mail.

*/s/ Brandon C. Helman*

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